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**ADDENDUM 3-R
(Rollout)**

(RESTRICTIVE COVENANT ADDENDUM)

This Contract Addendum is entered into by and between _____ ("Advisor") and American Express Financial Advisors Inc. ("AEFA"), IDS Life Insurance Company, and, if applicable, IDS Life Insurance Company of New York on this ____ day of _____, _____. AEFA and the Advisor agree as follows:

A. The terms of this Addendum become effective no earlier than June 30, 2001, and are hereby incorporated into the following Agreements: 1) the Franchise Agreement(s) between AEFA and Advisor; and 2) the Independent Advisor Agreement(s) between Advisor and IDS Life Insurance Company and, if applicable, IDS Life Insurance Company of New York ("IDS Life") (hereinafter, collectively referred to as "AEFA").

B. AEFA will suffer irreparable harm should Advisor violate Section 19(a)(1)(2)(3) and/or (4) of the Franchise Agreement, or Section IV 1(a)(1)(i)(ii)(iii) and/or 2(ii) of the IDS Life Independent Advisor Agreements (hereinafter, collectively "Restrictive Covenant") without fully and timely satisfying the terms of this Addendum.

C. Terms of Forbearance Agreement. As a mitigation of this irreparable harm, AEFA agrees to forbear from enforcement of its rights against Advisor under the Restrictive Covenant if Advisor timely and fully complies with the following conditions:

1. Two Weeks' Notice. Advisor must provide AEFA with at least two-weeks' written notice of the termination of the Franchise Agreement ("Termination Notice"), with a copy to be delivered personally to the Advisor's Group Vice President ("GVP") designate, or if no designate is timely provided, to the Advisor's immediate AEFA leader, and, in either event, a copy, by facsimile or overnight mail, to AEFA Corporate Office, Licensing Unit.
2. As of the date of the Termination Notice, the Advisor must:
 - (a) Length of Service. Have served at least six consecutive years as an advisor for AEFA.
 - (b) Compliance Obligations. Not be subject to discipline as a result of a violation of the Compliance Rules as defined in Section 3, of the Franchise Agreement ("Compliance Rules"). This discipline may include, but not be limited to, suspension, strict supervision, involuntary termination or otherwise "permitted to resign".

(c) Regulatory Obligations. Not be the subject of an ongoing Compliance Rule related (i) investigation by AEFA, the Securities and Exchange Commission, the National Association of Securities Dealers, Regulation, Inc., any of the other self-regulatory organizations, a state securities or insurance commissioner or regulatory authority; (ii) AEFA client complaint; or (iii) adversary proceeding involving an AEFA client or AEFA. (Upon Advisor's reasonable request, AEFA may waive conditions 2(c)(ii) and (iii)).

3. Return of Complete Files and Proprietary Materials. Within five (5) business days after the date of the Termination Notice (including the date of such Notice), Advisor must return all original client files and AEFA proprietary materials, as defined in the Franchise Agreement, to the Advisor's GVP designate or, if no designation is provided by AEFA within five (5) business days, to the Advisor's immediate AEFA leader.

To the extent consistent with privacy laws and policies, in order to allow Advisor to service portable products and to fulfill compliance duties, Advisor may retain copies of consolidated statements, financial plans, tax returns, advisor notes, insurance policies, AEFA or AEFA approved product applications and trust or other legal documents for the clients Advisor serviced at AEFA, but may not retain copies of any AEFA/American Express Company proprietary materials, or AEFA/American Express Company trademarked, or copyrighted materials, software or property, as defined in the Franchise Agreement.

4. Franchise Agreement Compliance. On and before the effective date of the termination of the Franchise Agreement between AEFA and Advisor, Advisor shall comply fully with Section 18 (Obligations upon Termination or Expiration) of the Franchise Agreement.
5. No Disparagement or Recruiting. Both before and after the effective date of the termination of the Franchise Agreement between AEFA and Advisor, the Advisor:
- (a) must not make disparaging or defamatory comments to anyone about AEFA, its affiliated companies, their products, services or personnel; and
 - (b) must not recruit or solicit any other AEFA independent contractor, employee or franchisee to terminate their respective relationship with AEFA; and
 - (c) continue to comply with Section 18 of the Franchise Agreement, to the extent such section requires Advisor to meet obligations subsequent to the termination of the Franchise Agreement.
6. No Pre-Termination Solicitation of Clients. Departing Advisor agrees not to send notification of termination to clients prior to the effective date of termination. Further, any notice Advisor does send to clients, announcing Advisor's termination from AEFA, must not be on AEFA (or affiliated company) stationery or use AEFA's proprietary marks, and may not be mailed in any envelope marked with any AEFA proprietary marks. Advisor also must not, prior to the effective date of termination, solicit or otherwise assist any AEFA client to transfer AEFA client assets from AEFA to another broker/dealer, insurance company or investment advisor.

D. Preliminary Agreement as to Addendum Compliance. If AEFA has a reasonable basis to believe that Advisor has satisfied, and Advisor certifies in writing that Advisor has satisfied, subparagraphs C.1. through C.6. above, AEFA, prior to the effective date of termination, or, in the event of extenuating circumstances, within a reasonable time period subsequent to termination not to exceed five (5) business days, will notify Advisor, in writing, that AEFA believes, based on the information available to it at that time, that Advisor appears to have satisfied those provisions.

E. Exception for Continuity of Practice Agreements. As to any clients or financial planning practices which Advisor acquires from AEFA or another AEFA Advisor, for value paid, a direct or indirect interest, as defined in the Franchise Agreement or in a Continuity of Practice, or similar agreement, this Addendum will not be effective for a period of three (3) years after Advisor becomes an AEFA Advisor, as well as for one (1) year after any such acquisition.

F. Compliance with Addendum Mitigates AEFA's Damage. Through Advisor's timely and complete compliance with this Addendum, Advisor will have mitigated, to the extent deemed reasonable by the parties hereto, the irreparable harm AEFA would otherwise suffer through the Advisor's violation of the Restrictive Covenant without compliance with this Addendum or the Restrictive Covenant.

G. Remedies. Should AEFA, before or after the effective date of Advisor's termination of the Franchise Agreement, discover that the Advisor:

1. has, in fact, not fully or timely complied with the provisions of paragraph C; and, if applicable, paragraph E; or
2. has defamed or disparaged AEFA in any manner; or
3. has recruited or solicited any other AEFA employee or franchisee to terminate their respective relationship with AEFA; or
4. has otherwise breached the terms of the Franchise Agreement or this Addendum;

then AEFA shall be entitled to all remedies at law and equity including but not limited to injunctive relief, actual, compensatory and punitive damages, and its reasonable attorneys' fees and costs.

H. No Waiver. This Addendum does not modify, amend or otherwise alter any provision of the Franchise Agreement except the Restrictive Covenant set forth at Sections 19(a)(1)(2)(3) and (4) of the Franchise Agreement(s) and Section IV(1)(a)(1)(i)(ii)(iii) and 2(ii) of the IDS Life Independent Advisor Agreement(s). Should any court, arbitration panel or quasi-judicial body of competent jurisdiction determine that any provision of the Franchise Agreement or this Addendum is unenforceable or invalid, such a determination shall not render the Franchise Agreement or this Addendum, or any provision thereof, otherwise unenforceable or invalid.

I. Injunctive Relief. If AEFA has a reasonable basis for concluding that the Advisor has not timely or fully complied with one or more of the requirements of this Addendum, notwithstanding an Advisor's alleged compliance, Advisor agrees that AEFA shall immediately be entitled to a forty-five (45) day injunction which enforces fully the terms of the Franchise Agreement including the Restrictive Covenant. AEFA shall be entitled to a Temporary Restraining Order or Preliminary Injunction from a court of competent jurisdiction, for fifteen (15) days, pending a decision on the merits by an NASD

arbitration panel, further emergency injunctive relief of at least thirty (30) days from an NASD expedited arbitration panel, and, thereafter, or contemporaneously, as part of any injunctive award, enforcement of the full Restrictive Covenant, from an NASD panel of arbitrators. The filing by Advisor of an NASD arbitration claim, seeking to declare any part of this Addendum or the Franchise Agreement invalid or unenforceable, shall be conclusive proof of a violation of and intent to violate such Agreements and a basis for immediate court ordered injunctive relief in favor of AEFA, upholding the Franchise Agreement, pending a decision on the merits by an NASD arbitration panel.

J. Primary Purpose of This Addendum. AEFA and the Advisor agree and acknowledge that (1) AEFA has invested substantial sums and resources in the training, marketing and development of Advisor, which has been to the benefit of Advisor's business; and (2) in agreeing to this Addendum, the parties are intending to:

1. protect the welfare and interests of AEFA clients;
2. protect both parties against disparagement and unfair competition;
3. protect AEFA's interests in its proprietary and confidential information and trademarks;
and
4. give AEFA reasonable parity with the departing Advisor in competing for the continued business of the clients.

IN WITNESS of the provisions of this Contract Addendum as described above, you and AEFA have entered into this Addendum with the understanding that it becomes effective on the date(s) previously specified herein.

Independent Advisor

By: [Signature]
 Name: Neil Andrews
 Title: Independent Advisor
 Date: 12/15/99
 Social Security No.: 028-60-1225
 Advisor No.: 81325-1

American Express Financial Advisors Inc.

By: [Signature]
 Name: ASSI SECRET
 Title: ASSI SECRET
 Date: MAR 22 2000

IDS Life Insurance Company

By: _____
 Name: _____
 Title: _____
 Date: _____

IDS Life Insurance Company of New York

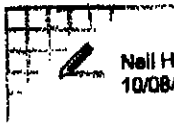
By: _____
 Name: _____
 Title: _____
 Date: _____

(To be executed in duplicate - one copy to be returned to Advisor.)

C

To: Marty Kendall 612-671-0586 Fax: _____ Phone: _____
From: Neil Ganshous Date: 10/18/04
Re: Termination Pages: 2 (Including Cover)
Notice
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

This communication and all attachments are confidential and may be legally privileged. If you are not the intended recipient, (i) please do not read or disclose any content to others, (ii) please notify the sender by reply (e-mail or fax) immediately, and (iii) please destroy this document. Failure to follow this process may be unlawful and subject to prosecution. Thank you for your cooperation.



Neil H Gendreau
10/08/2004 08:38 AM

To: flanno@fusionfinancialgroup.com
cc:
Subject: termination notice


American Express Financial Advisors
Attn: Field Administration
70100 AXP Financial Center
Minneapolis, MN 55474

To whom it may concern:

Please accept this message as my notice of resignation from American Express Financial Advisors as P2 advisor with independent contractor status. Upon receipt of this notice, I terminate any further affiliation with American Express Financial Advisors in the pursuit of conducting my financial planning practice.

Formerly,

Neil H. Gendreau
Certified Financial Planner
American Express Financial Advisors
IDS Life Insurance Company
Suite 213
415 Boston Turnpike Road
Shrewsbury, MA 01545
Phone: (508) 845-8880
Fax: (508) 508-842-0330

Signed:

10/8/04
Neil Gendreau